

CITY OF LINCOLN/LANCASTER COUNTY
CONTRACT AWARD NOTIFICATION
SPECIFICATION NO. 04-248
ANNUAL REQUIREMENTS FOR
ON-CALL LAND SURVEY SERVICES

DATE: June 30, 2005

CONTRACT PERIOD: July 1, 2005 thru June 30, 2006

CONTRACTOR: MACTEC Engineering & Consulting
5533 S. 27th Ste 203
Lincoln NE 68512

PURCHASING DIVISION
K-STREET COMPLEX
440 SOUTH 8TH STREET
LINCOLN, NEBRASKA 68508
(402) 441-7417

Company Representative:Walter Case
Telephone No.: 421-7755
FAX No.:
E-Mail Address:

THE CITY/COUNTY'S SPECIFICATIONS AND THE CONTRACTOR'S ACCEPTED PROPOSAL AND PRICING SCHEDULES, NOW ON FILE IN THE OFFICE OF THE CITY CLERK AND/OR THE COUNTY CLERK, ARE ADOPTED BY REFERENCE AND ARE AS FULLY A PART OF THIS CONTRACT FOR THE ABOVE-NAMED COMMODITY AS IF REPEATED VERBATIM HEREIN.

Per Specifications & Contract

NO ACTION NEED BE TAKEN BY THE CONTRACTOR AT THIS TIME. ORDERS FOR MATERIAL WILL BE MADE AS NEEDED BY THE VARIOUS CITY/COUNTY DEPARTMENTS.

DEPARTMENTS REQUIRING CATALOGS AND/OR PRICING SCHEDULES SHALL NOTIFY THE CONTRACTOR DIRECTLY.

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E.O. #73536
Dated: 6/27/05

**UNIT PRICE CONTRACT
FOR ON-CALL LAND SURVEY SERVICES**

THIS CONTRACT, is made and entered into this 6th day of June, 2005, by and between, **MACTEC Engineering & Consulting, Inc., 5533 So. 27th ST. Suite 203, Lincoln NE 68512** hereinafter referred to as "Contractor"; and the City of Lincoln, Nebraska, hereinafter referred to as "Owner";

WHEREAS, the Owner wish to engage Contractor in accordance with the terms and conditions herein to provide the above referenced services; and

WHEREAS, Contractor desires to perform said services for the Owner in accordance with the terms and conditions herein provided; and

WHEREAS, the Owner has caused to be prepared, in accordance with law, specifications, plans, and other contract documents for said services and have approved and adopted said documents and have caused to be published an advertisement for and in connection with said services; and

WHEREAS, the Contractor in response to such advertisement has submitted to the Owner in the manner and at the time specified, a sealed bid proposal in accordance with the terms of said advertisement; and

WHEREAS, the Owner in the manner prescribed by law have publicly opened, read aloud, examined, and canvassed the bid proposals submitted in response to such advertisement, and as a result of such canvass have determined and declared the Contractor to be the lowest responsible bidder(s) for said services for the unit prices named in the Contractor's proposal, a copy of which unit price proposal is attached hereto and made a part of this Contract.

NOW, THEREFORE, in consideration of the amounts to be paid to the Contractor said services and the other conditions, covenants and agreements herein contained, the Contractor and the Owners have agreed and hereby agree as follows:

1. Rates.
 - A. The Contractor agrees to provide the above referenced services in accordance with the labor (basic wage rate and all applicable fringe benefits), material, and equipment unit price rates which are set forth in the Contractor's Unit Price Proposal, attached hereto and incorporated herein.
 - B. The Contractor further agrees that the rates set forth in the Unit Price Proposal shall remain in effect during the term of this Contract.
2. Term. The initial term of this Contract will be for a period of one year from the **1ST day of July 2005, through the 30th day of June, 2006**, with an option by the Owners to renew the Contract for three additional one-year terms upon providing sixty days written notice to the Contractor prior to the expiration of the initial term of this Contract.
3. Amount of Work.
 - A. No minimum amount of work is guaranteed by the Owners to any one Contractor by virtue of this Contract.
 - B. In the event that any single project for the above referenced services exceeds the sum of Fifty Thousand Dollars (\$50,000), it is understood that the Owners will undertake a separate bid process for such project.

4. Termination.
 - A. The Owners reserve the right to terminate this contract for cause at any time during the term of the Contract upon default of the Contractor in providing the services in accordance with the terms and conditions contained herein.
 - B. The Owners shall provide ten days written notice to Contractor to correct any deficiencies prior to termination of the Contract.
 - C. The Owners reserve the right to terminate this contract in the event that the Owners do not appropriate sufficient funds for the continuation of the contract into the succeeding fiscal year.
5. Owner Inclusion. It is understood and agreed by the signing of this contract by all parties that the "Owner" shall be the City of Lincoln, Nebraska.
 - A. Wherever in the contract documents, specification, insurance, bonds and terms and conditions or any other documents which are part of the contract, a singular entity is referenced (i.e., "the City") it shall mean the "Owner"..
6. Fair Employment Practices. Neither Contractor nor the Contractor's agents and employees shall discriminate against any employee or applicant for employment, or be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment, because of race, color, religion, sex, disability, national origin, ancestry, age, or marital status pursuant to requirements of Section 48-1122, Nebraska Reissue Revised Statutes, Reissue 2004 and Section 11.08.160 of the Lincoln Municipal Code (as amended).
7. Contract Documents. The Contract Documents comprising this Contract shall consist of the following: Instructions and notice to bidders; the accepted Unit Price Proposal; the contract agreement and all associated schedules and attachments; and any addenda issued in connection with a particular project.
8. Independent Contractor. The parties understand that this contractual agreement shall not create an employer/employee relationship and the Contractor, his employees, and any person acting on behalf of the Contractor shall be deemed to be an independent contractor during the term of this Contract.
9. Indemnification. Contractor shall indemnify, defend and save harmless the Owner, or its representatives from all claims, demands, suits, actions, payments, liability, and judgments, including reasonable attorney's fees arising out of the activities of Contractor or of Contractor's agents, servants, or employees. The Contractor shall not be required to indemnify the Owners for any damage resulting from the negligence of the Owners or their employees. In this connection, Contractor shall carry insurance in the following kinds and minimum limits as indicated:
 - A. **Worker's Compensation Insurance and Employer's Liability Insurance.** The Contractor shall take out and maintain during the life of this contract the applicable statutory Worker's Compensation Insurance with an insurance company authorized to write such insurance in this State covering all his employees, and in the case of any work sublet, the Contractor shall require the subcontractor similarly to provide statutory Worker's Compensation Insurance for the latter's employees. The Contractor shall take out and maintain during the life of this contract, Employer's Liability Insurance with a limit of \$500,000 in an insurance company authorized to write such insurance in all states where the Contractor will have employees located in the performance of this contract, and the Contractor shall require each of his subcontractors similarly to maintain common law liability insurance on his employees.
 - B. **Public Liability Insurance.** The Engineer shall maintain during the life of this contract, Public Liability Insurance, naming and protecting him and the Owner against claims for damages resulting from (1) bodily injury, including wrongful death, (2) personal injury; liability, and (3) property damage which may arise from operations under this contract whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. The minimum acceptable limits of liability to be provided by such insurance shall be a combined single limit of \$1,000,000 and \$2,000,000 aggregate.

- i. The coverage shall be provided under a Comprehensive General Liability form of policy or similar thereto including contractual liability; and
 - ii. The property damage coverage shall include a Broad Form Property Damage Endorsement and shall include the following extensions of coverage: Contractual Liability, Products Liability and/or Completed Operations.
 - C. **Automobile Liability Insurance.** The Contractor shall take out and maintain during the life of this contract such Automobile Liability Insurance as shall protect him against claims for damages resulting from (a) bodily injury, including wrongful death, and (b) property damage which may arise from the operations of any owned, hired, or non-owned automobiles used by or for him in any capacity in connection with the carrying out this contract. The minimum acceptable limits of liability to be provided by such Automobile Liability Insurance shall be as follows:
 - i. Bodily Injury Limits \$ 500,000 Each Person
\$1,000,000 Each Occurrence
 - ii. Property Damage Limit \$ 500,000 Each Occurrence
 - iii. Combined Single Limit \$1,000,000 Each Occurrence
 - D. **Professional Liability Insurance.** The Contractor shall maintain during the life of this contract, Professional Liability Insurance, naming and protecting Contractor against claims for damages resulting from the Contractor's errors, omissions, or negligent acts. Such policy shall contain a limit of liability not less than \$2,000,000 excluding defense costs and claim expenses.
 - E. **Certificate of Insurance.** The insurance specified above shall be written by a company duly authorized and licensed to do business in the State of Nebraska and shall be maintained until Contractor's work has been completed and accepted by the Owner. A certificate of insurance evidencing policies required shall be furnished to the Owner, such certificate shall specifically indicate that insurance policies shall give the Owner at least thirty (30) days written notice in the event of cancellation of or material change in any of the policies.
10. Applicable Laws and Permits.
 - A. The Contractor shall observe and comply with all applicable federal, state, and local laws, regulations, standards, ordinances or codes and shall be in compliance with all applicable licensure and permitting requirements at all times.
11. Owners's Representatives. Departmental/agency representatives identified in attached Schedule B, or their designated representatives shall act as the Owners' agent responsible for the administration of individual projects undertaken pursuant to this Contract.
12. Industry Standards. Contractor warrants to the Owner that the services to be performed under this agreement shall be in accordance with the accepted and established practices and procedures recognized as such in Contractor's trade in general and that Contractor's services shall conform to the requirements of this Agreement.
13. Subcontractors. Contractor warrants that no subcontractors will be used in the performance of this Agreement without Owner's approval. In the event Owner authorizes the use of subcontractors, Owner may require a payment bond.
14. Quotations for Individual Unit Price Projects.
 - A. Quotations shall be written on the Unit Price Quotation Form, Attachment 1, showing a breakdown on the contract unit prices for labor, overhead and profit.
 - B. All quotations submitted on the Unit Price Quotation Form shall be considered "not to exceed" proposals.
 - C. Owners reserve the right to request competitive quotes from two or more Unit Price Contractors in the same discipline for a "fixed lump sum" price and time completion quote at the discretion of each departmental/agency representative. The departmental/agency representative shall select the contractor with the most favorable price and/or completion date.

- D. If at any time there is a change to the project that affects the quotation, a Revised Unit Price Quotation Form shall be submitted by the Contractor and signed by the departmental/agency representative for that project. Extra work shall not proceed until authorized by the departmental/agency representative.
15. Use of Contractors. The Owners, in their sole discretion, shall determine which respective projects will be offered to any of the Unit Price Contractors which the Owners believe are in their best interests.
16. Notice to Proceed.
- A. No work shall be done for the Owners under the contract unless a written Notice to Proceed has been issued by the appropriate departmental/agency representative.
 - B. Contractor shall commence work as soon as reasonably possible on the date agreed to by the departmental/agency representative.
 - C. Work shall be complete on or before the date set forth in the Notice to Proceed.
17. Invoices.
- A. All invoices for services performed pursuant to this Contract shall be submitted to the appropriate departmental/agency representative.
 - B. Each project shall be invoiced separately.
 - C. The Contractor's invoices shall include the job site location, date of project, and a fully itemized list of rates and quantities as established in the Contractor's Unit Price Proposal.
 - D. Invoices shall be submitted for payment within thirty days of the date of project conclusion.
18. Assignment. This Contract shall not be assigned by Contractor to any other party without first obtaining the written consent of the Owners.
19. Governing Law. This Contract shall be governed by and interpreted in accordance with the laws of the State of Nebraska.
20. Non Exclusive Relationship. The Contractor shall not necessarily be the sole contractor for the purpose of providing the services and material necessary to meet all the needs of the Owners. The Owners hereby expressly reserve the right, in their sole discretion, to enter into similar agreements with or purchase similar services from one or more providers.
- A. In case of an emergency, after the Owners have contacted the Contractor and if the Contractor is unavailable or unable to perform the necessary services, the Owners reserve the right to contact other contractors.

CONTRACT AGREEMENT

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and the are as fully a part of the Contract as if hereto attached or herein repeated.

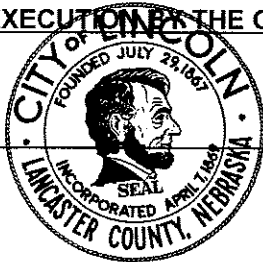
The Contractor and the City hereby agree that all the terms and conditions of this Contract shall by these presents be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the City do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

Joan E. Rose
City Clerk



CITY OF LINCOLN, NEBRASKA

Colleen J. Seng
Mayor

Approved by Executive or No.
dated 6-27-05

070536

EXECUTION BY CONTRACTOR

IF A CORPORATION:

MACTEC Engineering and Consulting, Inc.
Name of Corporation
5533 South 27th St., Suite 203
Lincoln, NE 68512
(Address)

ATTEST:

B. and (SEAL)
Secretary

By: *Walter W. Case*
Duly Authorized Official
Senior Principal Engineer
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

(Address)

By: _____
Member

By: _____
Member

IF AN INDIVIDUAL:

Name

Address

Signature

IN WITNESS WHEREOF, the contractor and the
Owner do hereby execute this contract:

Dated this ____ day of ____, 2005.

By: _____

Name (Print)

Signature

Title

Company Name MACTEC Engineering and Consulting.

SCHEDULE I - Labor Cost

Employee / Classification	Rate Per Hour (A)	Overhead (B) (<u>167</u> %)	Total (A+B)	Profit (C) (<u>12</u> %)	Fee (A+B)+C
Survey Project Manager	\$29.64	\$49.50	\$79.14	\$9.50	\$88.64
Registered Land Surveyor	\$29.64	\$49.50	\$79.14	\$9.50	\$88.64
Survey Crew Chief	\$18.68	\$31.20	\$49.88	\$5.99	\$55.87
Survey Crew Member	\$15.50	\$25.89	\$41.39	\$4.97	\$46.36
Survey Technician	\$13.48	\$22.51	\$35.99	\$4.32	\$40.31
Engineering Technician	\$22.34	\$37.31	\$59.65	\$7.16	\$66.81
Public Involvement	\$26.46	\$44.19	\$70.65	\$8.48	\$79.13
Clerical	\$23.90	\$39.91	\$63.81	\$7.66	\$71.47

Please answer the following questions:

My company is able to submit electronic data in Microstation Geopak format?

☒ YES
☐ NO

My company is able to submit electronic data in Microstation V8 Geopak format?

☒ YES
☐ NO

My company is able to provide certificate of insurance in accordance with the attached requirements within fourteen calendar days after the award of the bid.

☒ YES
☐ NO

MACTEC Engineering & Consulting, Inc.

COMPANY NAME

BY (Signature) Walter W. Case

5533 South 27th St., Suite 203
STREET ADDRESS or P.O. BOX

Walter W. Case
(Print Name)

Lincoln, Nebraska 68512
CITY, STATE ZIP CODE

Senior Principal Engineer
(Title)

402 - 421-7755
TELEPHONE

October 13, 2004
(Date)

BID PROPOSAL FOR SPECIFICATION No. 04-248
ANNUAL UNIT PRICE CONTRACT FOR ON-CALL LAND SURVEY SERVICES

BID OPENING TIME: 12:00 NOON
DATE: September 29, 2004

I/We, the undersigned, have read the attached specifications and conditions required for this proposal; hereby propose to furnish services in accordance with these conditions on the following **unit price basis**.

Prices are to be held for one year, starting from date of award.

SCHEDULE I - Labor Cost

EMPLOYEE/ CLASSIFICATION	RATE PER HOUR	NO. EMPLOYEES	% OVERHEAD	%PROFIT
Survey Project Manager	29.64	1	167%	12%
Registered Land Surveyor	29.64	1	167%	12%
Survey Crew Chief	18.68	1	167%	12%
Survey Crew Member	15.50	2	167%	12%
Survey Technician	13.48	1	167%	12%
Engineering Technician	22.34	1	167%	12%
Public Involvement	26.46	1	167%	12%
Clerical	23.90	1	167%	12%

SCHEDULE II - EXPENSES

DESCRIPTION OF CATEGORY	COST PER EACH
Travel, mile (car)	.365
Travel, mile (survey vehicle)	.385
Half size plats (each)	@ cost
Mylar half size plots (each)	@ cost
Computer (per hour)	14.00 /hr
Miscellaneous expenses (plots, copies, reports, etc.)	@ cost

These Unit Price Proposals are offered by MACTEC Engineering and Consulting, Inc., hereinafter referred to as "bidder" or Contractor".

MACTEC Engineering and Consulting, Inc
South Ridge Center
5533 South 27th Street, Suite 203
Lincoln, NE 68512
Walter Case, Office Manager
Phone: 402/421-7755

A Corporation organized and existing under the laws of the state of Delaware.

A partnership doing business as _____

An Individual doing business as _____

BID SECURITY REQUIRED: Yes X
NO _____

Special provisions for commodity Term Contracts are included with the specification document.
Bidders are urged to read the Special Provisions before completing the following sections of the Bid Proposal.

Contract Extension Renewal is an option: Yes X
No _____

TERM PRICE CLAUSE: BIDDER MUST CHECK A OR B

- (A) Bid prices firm for the full 12 month contract period: _____
(B) Bid prices subject to annual escalation/de-escalation: X
(C) If (b) is checked, amount of escalation/de-escalation: 3%

COMPANY REPRESENTATIVE responsible for the administration of this Agreement:

NAME: Walter Case, PE
TITLE: Senior Principal Engineer
PHONE NO. 402/421-7755
email: wwcase@mactec.com
fax number: 402/421-8262

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

**RETURN TWO (2) COMPLETE COPIES OF PROPSAL AND SUPPORTING MATERIAL
MARK OUTSIDE OF BID ENVELOPE AS FOLLOWS: SEALED BID FOR SPEC. 04-248.**

MACTEC
COMPANY NAME

5533 S. 27th, Suite 203
STREET ADDRESS or P.O. BOX

Lincoln, NE 68512
CITY, STATE ZIP CODE

(402) 421-7755
TELEPHONE

Walter W. Case
BY (Signature)

Walter W. Case
(Print Name)

Office Manager
(Title)

September 29, 2004
(Date)

MACTEC Engineering and Consulting, Inc
South Ridge Center
5533 South 27th Street, Suite 203
Lincoln, NE 68512
Walter Case, Office Manager
Phone: 402/421-7755



September 28, 2004

City of Lincoln,
Office of Purchasing Agent,
Suite 200, K Street Complex
Southwest Wing,
440 South 8th Street
Lincoln, Nebraska 68508

Dear Purchasing Agent

RE: Request For Proposal For Annual Unit Price Contract for On-Call Land Survey Services, Specification No. 04-248

MACTEC Engineering and Consulting, Inc is pleased to submit this letter proposal to the City of Lincoln.

- **Qualifications and Number of Staff Available, including Staff Names, and the License Number of the Nebraska Land Surveyor, Management and Organization Structure**

1. Survey Project Manager, Robert Heese, RLS, No. LS-463, has 31 years of experience on a wide variety of surveying projects including the supervision of field crews. His expertise includes managing surveying projects from start to finish, evaluating conveyances, survey boundaries and ownership, calculations, writing legal descriptions and preparing plats.

2. Project Director and QA/QC Reviewer, Walter Case, PE has 34 years experience in municipal, transportation and land development projects. He has 28 years of experience in the Lincoln area and managed the Lincoln office for MACTEC since 1996. Mr Case has provided QA/QC review on many survey and transportation projects for MACTEC offices throughout the Midwest.

3. Survey Crew Chief, Daryn Bernard, RLS, (MO No. 2002014106) has over 12 years of land surveying experience both indoors and out. His outdoor experiences are as an instrument person and a party chief. Both positions required on site decision making and calculations. Mr. Bernard has performed numerous projects for private and public sector clients including residential and commercial construction projects, right-of-way surveys, ALTA surveys, boundary and topographic surveys. Mr. Bernard is licensed in Missouri, Kansas, Illinois and California

4. Survey Crew Member, Mark Boomer has over 8 years of experience as a survey crew and crew chief and with CAD drawing software. Mr. Boomer recently helped complete a 9 mile preliminary survey for N-50, Syracuse North for NDOR Survey Division.

5. Survey Crew Member, Reginald Gardner has over 7 years of experience in surveying and the utility locating and damage prevention industry.

6. Survey Technician, Michael Holle has 4 years of experience in surveying. He also performs various job duties on the survey crew and is an Associate Member of Professional Surveyors Association of Nebraska

7. Engineering Technician, Hal Dellert, has 30 years experience with responsibilities for the performance of assignments relating to engineering projects including design, execution of engineering computer programs, manual and CADD drafting and supervision, research, calculations and plan production.

8. Public Involvement, Virginia Hayes, has 30 years of experience in planning, landscape architecture and public involvement. She has aided in ROW acquisition for municipal road projects and provided public meeting support for a wide variety of municipal and transportation projects.

8. **Administrative, Linda Oziransky** has over 5 years of experience in office management and project financial administration.

- **Two Current References (non-City of Lincoln)**

Mr. Ken Hartwig
Geodetic Surveys
Nebraska Department of Roads
P.O. Box 94759
Lincoln, Nebraska, 68509-4759

Mr. Bill Haverkamp
Survey Coordinator
Docking State Office Building
Basement
Topeka, Kansas, 66612

- **Quality Assurance/Quality Control Process and Individual Responsible**

MACTEC is committed to providing the City of Lincoln with the highest level of survey project quality. We believe that QC/QA is the responsibility of the entire MACTEC Team. It is a procedure that commits MACTEC to ensure to the City that all deliverables developed during any survey are accurate and correct. MACTEC has a Quality Control/Quality Assurance (QC/QA) Program designed to produce the highest quality services possible while ensuring that project milestones and submittal deadlines are met. The main premise behind the program is that all work performed will undergo a thorough review by another staff professional during production and prior to each submittal. This system of independent reviews and crosschecks yields accurate, complete products based on sound professional practices. ***Walter Case will perform QC/QA will also monitor the project's progress and provide input as needed to ensure the schedule is met.***

MACTEC appreciates this opportunity to submit our expression of interest for surveying projects and believe that our qualifications, experience, and location correspond extremely well with City of Lincoln's requirements. Our survey crew is convenient for your use and is very proud of the quality of work that it produces. MACTEC Engineering and Consulting, Inc looks forward to a successful working relationship with the City of Lincoln.

Sincerely yours,

MACTEC Engineering and Consulting, Inc.



Walter W. Case, P.E.
Senior Principal Engineer
Lincoln Office Manager

Enclosure

CITY OF LINCOLN, NEBRASKA
UNIT PRICE QUOTATION FOR PUBLIC WORKS/UTILITIES, ENGINEERING SERVICES
 ANNUAL UNIT PRICE CONTRACT FOR ON-CALL LAND SURVEY SERVICES, 04-248

Date: _____

City Representative: _____ City Project Number _____
 Firm: _____ Representative: _____
 Address: _____
 Phone: _____ Email: _____
 Project Description: _____

Fill in the following tables. If an item does not apply, please do not make an entry in that column.

TIME OF COMPLETION

Estimated Start Date:	
Number of Days to Complete:	

SCHEDULE I - Labor Cost

Employee / Classification	Rate Per Hour	Total Hours	Total Labor Fee (A)	Overhead (B)	Total (A+B)	Profit (C)	Total Fee (A+B+C)
Survey Project Manager							
Registered Land Surveyor							
Survey Crew Chief							
Survey Crew Member							
Survey Technician							
Engineering Technician							
Public Involvement							
Clerical							
Total Labor:							

SCHEDULE II – EXPENSES

Description Of Category	Cost Per Each	Quantity	Cost
Travel, mile (car)			
Travel, mile (survey vehicle)			
Half size plots (each)			
Mylar half size plots (each)			
Miscellaneous expenses (plots, copies, reports, etc.)			
Total:			

TOTAL PRICE (NOT TO EXCEED): \$ _____

Firm Representative (Signature): _____

Approved By (City Representative): _____ Date: _____